

R E C E I V E D

JAN 17 2012

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

AT 8:30 M
WILLIAM T. WALSH
CLERK

CAPITAL HEALTH SYSTEM, INC.,

Plaintiff,

vs.

APRIMA MEDICAL SOFTWARE, INC.,

Defendant.

Civil Action No.: 12-275 (PGS)

ORDER TO SHOW CAUSE WITH TEMPORARY RELIEF
Whereas the Court had an informal conference with Plaintiff's attorney (Carolyn Short appearing) AND NOW, this 17 day of January, 2012, upon consideration of

Plaintiff Capital Health System, Inc.'s ("CHS" or "Plaintiff") Motion for Temporary Restraining Order and Preliminary Injunction, ~~it is hereby ORDERED that the Motion is GRANTED and that a TEMPORARY RESTRAINING ORDER shall issue as follows:~~

(a) ~~Defendant Aprima Medical Software, Inc. ("Aprima" or "Defendant") must, within thirty (30) days of the date of this Order, provide Plaintiff with an electronic health records ("EHR") system that properly and accurately performs the functions promised in the contract executed between the parties on March 31, 2010 and all sales orders and statements of work executed thereunder (the "Contract"), including but not limited to accurate and secure retention of patient records, interfacing with medical equipment, laboratories, billing, appointment schedulers, pharmacies, conversion of Defendant's data from its previous EHR vendor Practice Partners, continuous service of the software without significant freezing or idle time and achievement of the Meaningful Use objectives required by the Health Information Technology for Economic and Clinical Health ("HITECH") Act.~~

(b) In the event that Defendant does not comply with paragraph (a) within thirty days of this Order, or at anytime certifies it cannot comply with paragraph (a). Defendant shall bear all necessary costs incurred by Plaintiff in securing alternative EHR services that properly and accurately performs the functions promised in the Contract, including but not limited to accurate and secure retention of patient records, interfacing with medical equipment, laboratories, billing, appointment schedulers, pharmacies, conversion of Defendant's data from its previous EHR vendor Practice Partners, continuous service of the software without significant freezing or idle time and achievement of the Meaningful Use objectives required by the HITECH Act.

(c) Defendant is hereby temporarily restrained from terminating, limiting, or delaying any service owed to Plaintiff under the Contract on the basis of any alleged or asserted breach, including but not limited to Plaintiff's refusal to make any further payments, until compliance with (a) and/or (b) above has been demonstrated to this Court, as confirmed by subsequent Order of this Court.

(d) Plaintiff is hereby directed to file a bond with the Court in the amount of

\$ _____

IT IS FURTHER ORDERED that Defendant shall show cause before this Court at the United States Courthouse, Trenton, New Jersey, on the 18 day of January, 2012, at 10:00 a.m., why a Preliminary Injunction should not issue according to the terms and conditions set forth above.

IT IS FURTHER ORDERED that Plaintiff shall serve a copy of this Order to Show Cause upon Defendant within 1 days of the date of entry hereof either by personal or overnight courier service.

BY THE COURT:

Pete Mohr

J.